



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 JULY 5, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

July 05, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTY
SUPERVISORIAL DISTRICT 2 - AGREEMENT 2688
(3 VOTES)

SUBJECT

The Los Angeles Neighborhood Land Trust is seeking to buy one (1) tax-defaulted property through the Chapter 8 Agreement sale process. The Chapter 8 Agreement sale is designed to allow eligible government agencies and non-profit organizations the opportunity to buy tax defaulted property for a qualifying public purpose or benefit. The Los Angeles Neighborhood Land Trust intends to utilize the property for open space and a community garden.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the Purchase Agreement Number 2688 of "Tax Defaulted Subject to Power to Sell" property being acquired by the Los Angeles Neighborhood Land Trust (non-profit organization) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcel and any remaining tax balance to be cancelled from the existing tax rolls; and approve publication of the Purchase Agreement of "Tax Defaulted Subject to Power to Sell" property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The property described in the agreement may be sold in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code and with the policy adopted by Board action on November 24, 1970. Exhibit "A" attached to the Agreement, indicates the legal description and selling price of the parcel.

Upon approval, the attached agreement is to be signed by the Mayor and returned to the Tax Collector for transmittal to the State Controller for further approval. County Counsel has approved the agreement as to form.

The Chapter 8 Agreement sale procedure permits eligible government agencies and non profit organizations to acquire "Tax Defaulted Subject to Power to Sell" property without the necessity of a public auction. The property described in this letter will be acquired by one (1) non-profit organization. The agreement is with the Los Angeles Neighborhood Land Trust which intends to utilize the property for open space and a community garden.

Implementation of Strategic Plan Goals

Approval of the agreement is in accordance with the Countywide Strategic Plan Goals of Fiscal Responsibility and Collaboration Across Jurisdictional Boundaries. Delinquent property taxes and costs are recovered, and the limited-use parcel is identified for appropriate public purposes.

FISCAL IMPACT/FINANCING

Revenue will be provided to the County for apportionment among the affected taxing agencies, which will recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcel. Any remaining tax balance will be cancelled from the existing tax roll.

Existing appropriation is available in the Treasurer and Tax Collector's budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement sale procedure permits eligible public agencies and non-profit organizations to acquire "Tax Defaulted Subject to Power to Sell" properties pursuant to Section 3791, et seq., of the Revenue and Taxation Code.

Attachment "A" is a summary of the non-profit organization's purchase. This attachment indicates the affected Supervisorial District and the public use for which the property is being acquired. County Counsel has approved the agreement as to form. Attached to the agreement is the Assessor's parcel map showing the dimensions and general location of the affected parcel.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities

The Honorable Board of Supervisors

7/5/2011

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and the provisions for the redemption of the property pursuant to Section 3799 of the Revenue and Taxation Code.

Section 3798 of the Revenue and Taxation Code mandates notice of agreements to be published once a week for three (3) consecutive weeks in a newspaper of general circulation published in the County.

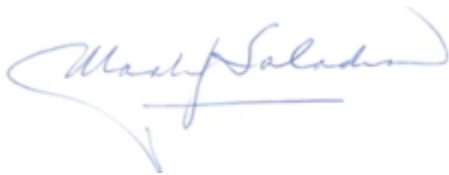
IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact.

CONCLUSION

Upon approval of the attached agreement forms, the Department of Treasurer and Tax Collector will need all original documents returned for submission to the State Controller, as the State Controller's Office has the final approval of this and all Chapter 8 Agreements.

Respectfully submitted,

A handwritten signature in blue ink, reading "Mark J. Saladino", with a horizontal line underneath the name.

MARK J. SALADINO

Treasurer and Tax Collector

MJS:DJD:af

Enclosures

c: Assessor
Auditor-Controller
Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF NON-PROFIT ORGANIZATION'S PURCHASE

SECOND SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2688

AGENCY

Los Angeles Neighborhood Land Trust
A Non-Profit Organization

Selling price of the parcel
shall be \$109,317.53

Non-Profit Organization intends to
utilize the property for open space
and Community Garden.

SUPERVISORIAL
DISTRICT

2ND

LOCATION

CITY OF LOS ANGELES

PARCEL
NUMBER

5014-011-010

MINIMUM
BID

\$109,317.53

AGREEMENT NUMBER 2688

L. A. NEIGHBORHOOD LAND TRUST

SECOND SUPERVISORIAL DISTRICT



December 3, 2010

Martha Duran
County of Los Angeles
Office of Treasurer and Tax Collector
225 North Hill Street, Room 130
Los Angeles, CA 90012

Re: Chapter 8 Agreement Sale; 2632 S. Raymond Avenue; APN 5054-011-010

Dear Ms. Duran:

The Los Angeles Neighborhood Land Trust, a California non-profit public benefit organization ("LANLT"), is requesting to acquire that certain vacant real property located at 2632 S. Raymond Avenue, Los Angeles, California 90007 (APN: 5054-011-010) through an agreement sale pursuant to Chapter 8 of the Revenue and Taxation Code. The property is currently being used as open space, specifically as a community garden.

LANLT's intended use of the property would be to continue its use as open space and a community garden. There would be no development on the parcel except for uses related to the community garden.

The mission of LANLT is to create parks and community gardens in low-income neighborhoods of the Los Angeles area. For your information and records, I have enclosed (i) our Articles of Incorporation and (ii) our Application to Purchase Tax-Defaulted Property (Form AGF-2).

We truly appreciate your assistance in moving the process forward to acquire the property pursuant to a Chapter 8 sale. I look forward to hearing from you regarding this request, please give me a call at 213-572-0191 or email at abokde@lanlt.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alina Bokde".

Alina Bokde
Executive Director

Application to Purchase Tax-Defaulted Property from County

This application must be completed by an eligible purchasing entity to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Los Angeles Neighborhood Land Trust
2. Corporate Structure – check the appropriate box below and provide the corresponding information:
 - ☒ Nonprofit Organization– provide Articles of Incorporation
 - ☐ Public Agency – provide Mission Statement (if redevelopment agency or special district, provide jurisdiction map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel: (Note: From the six choices, check only one)

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- ☐ Purchase by tax agency/revenue district to preserve its lien
- ☐ Purchase by State, county, revenue district, special district, or redevelopment agency for public purpose
- ☐ Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is *not* currently scheduled for a Chapter 7 tax sale

- ☐ Purchase by taxing agency for public purpose
- ☐ Purchase by State, county, revenue district, special district, or redevelopment agency for public purpose
- ☒ Purchase by nonprofit for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed exhibits may be attached.

1. County where the parcel(s) is located: Los Angeles
2. List each parcel by Assessor's Parcel Number: 5054-011-010
3. State the purpose and intended use for *each* parcel: Open space, specifically as a community garden.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Alina Bokse Executive Director 12/3/10
Authorized Signature Title Date

AGF-2 (SCO 8-16)



Board Resolution 10-05
Resolution at the Board of Directors Meeting of October 12, 2010

The Board of Directors of the Los Angeles Neighborhood Land Trust, a California non-profit public benefit corporation ("LANLT"), acting pursuant to the authority of Section 5211 of the Nonprofit Corporation Law of the State of California, hereby approve and adopt the following resolution at a duly convened meeting, a quorum being present on October 12, 2010 in Los Angeles, CA.

WHEREAS, Raymond Avenue Garden (APN 5054-011-010) is on listed on the Los Angeles County's Chapter 8 Program as a tax defaulted property

WHEREAS, LANLT mission is to create parks and gardens in low-income neighborhoods of Los Angeles

WHEREAS, LANLT would like to acquire Raymond Avenue Garden through the Chapter 8 Program to protect it as a community garden

WHEREAS, the Los Angeles County allows for a non-profit organization to acquire tax defaulted properties through the Chapter 8 Program for public benefit

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors grant LANLT's Executive Director the authority to purchase APN 5054-011-010 located at 2632 S. Raymond Avenue, Los Angeles, CA, 90007 through the County's Chapter 8 Program.

This resolution shall be filed in the Corporate Records Book of the Los Angeles Neighborhood Land Trust (LANLT) and becomes a part of the records of the Corporation.

CERTIFICATION

This is to certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of the Los Angeles Neighborhood Land Trust at a meeting of said Board of Directors held on October 12, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary Glen Dake.

Glen Dake

10/12/2010

A handwritten signature in black ink, appearing to read "Glen Dake".

Secretary

Date

Signature

Los Angeles Neighborhood Land Trust

Brief History and Mission Statement

Los Angeles Neighborhood Land Trust was created to address the inequities in the distribution of park and green space resources for low-income communities of color in the City of Los Angeles that were identified in the USC Center for Sustainable Cities Paper --- "Parks and Park Funding In Los Angeles: An Equity Mapping Analysis, May 2002." A task force, set up by the Mayor, recommended the establishment of a private non-profit land trust to take on the work of creating small parks and community gardens in these underserved communities. It was acknowledged that the City's Department of Recreation and Parks was not adequately addressing the need and that a non-profit land trust could move quicker than a city bureaucracy in acquiring land and developing parks.

Los Angeles Neighborhood Land Trust was incorporated at the end of 2002. A Board of Directors was created; an Executive Director was hired in April 2004; and Community Organizers were hired in November 2004. LANLT received its 501(c)(3) status in March 2004. The City of Los Angeles provided \$495,000 in seed funding for the organization. The Land Trust currently employs five people.

The mission of the Los Angeles Neighborhood Land Trust (Land Trust) is to create small, accessible community green spaces, such as parks and community gardens to address the lack of open spaces in Los Angeles' underserved neighborhoods and to ensure community participation and collaboration in every step of creating and managing these parks and community gardens.

The Land Trust does more than build parks and community gardens as our mission states. The Land Trust builds communities through the involvement of the community in every aspect of creating and managing these parks. Leadership development training is provided to ensure that residents have the skills needed to successfully program, manage and sustain their park, as well as skills to deal with other community-wide issues. When community residents have ownership in their park, there is greater care taken and greater utilization, since they determine the activities and services provided.

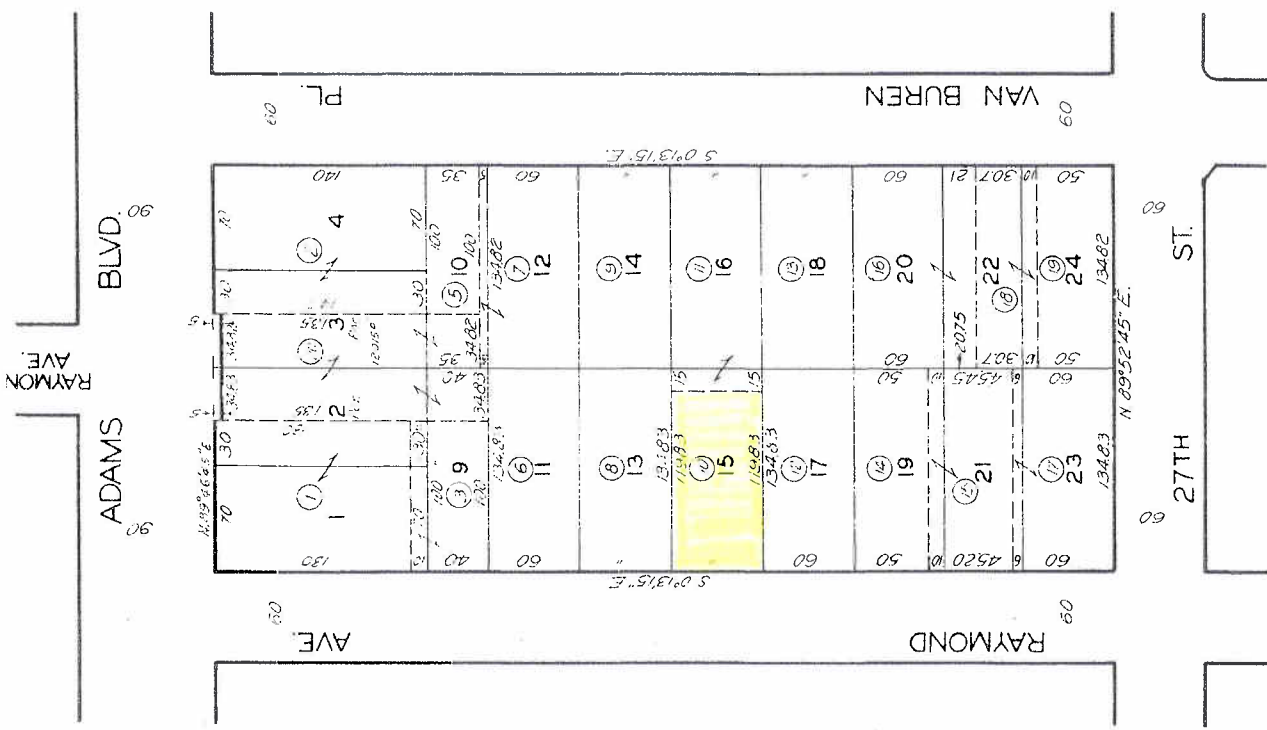
The Land Trust serves low-income communities in the City of Los Angeles with no access to green space within walking distance of their residence. The populations we work with have median household incomes well below the Citywide median, which is already lower than the national median. In many of these communities, up to 45% of families are living in poverty. In these same communities, most housing units are rental; over 40% of the population in the area is under the age of 19; and over 35% of households are headed by single women.

In low-income communities of color in Los Angeles there are only from 0.3 to 1.7 acres per 1,000 people as compared to white affluent communities which have 31.8 acres per 1,000 people ("Parks and Park Funding In Los Angeles: An Equity Mapping Analysis," by Jennifer Wolch, John P. Wilson and Jed Fehrenbach, Sustainable Cities Program, GIS Research Laboratory, University of Southern California, May 2002). Because there are no parks in these communities and few other programmatic resources, many of the youth end up in gangs. Through getting communities involved in park development and programming, opportunities will be given to residents that did not exist prior to the park's development. We anticipate that given active programming at these sites, gang involvement will also lessen over time.

50531 603-82
55000-12

1986

5054 11
SCALE 1" = 80'



WEST ADAMS STREET TRACT
M.B. 3-13

CODE
4

FOR PREV. ASSMT. SEE: 47 - 13

RECORDING REQUESTED BY AND

AFTER RECORDATION, MAIL TO:

TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 N. HILL STREET, ROOM 130
LOS ANGELES, CA 90012

(Space above line for Recorder's use)

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL
PROPERTY AND COVENANTS, CONDITIONS, AND RESTRICTIONS
(APN 5054-011-010)**

*SEE: TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY
(APN 5054-011-010)*

This Agreement by and between the Board of Supervisors of the County of Los Angeles ("Seller") and **The Los Angeles Neighborhood Land Trust**, a nonprofit corporation organized in accordance with provisions of California law ("Purchaser"), is made effective as of _____.

WHEREAS, as set forth in Purchaser's Articles of Incorporation (Exhibit A) of this Agreement, Purchaser is organized and existing for the purpose of charitable and public purposes.

WHEREAS, the Seller is interested in selling tax defaulted real properties to qualified nonprofits for the development of affordable housing for Low-Income Persons, open space or for public benefit.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A list of definitions of terms used in this Agreement is attached hereto as Exhibit B.
2. Subject to approval by the California State Controller and the Los Angeles County Board of Supervisors and subject to termination of redemption rights under Section 3803 of the California Revenue and Taxation Code, Seller agrees to sell to Purchaser that real property described in Exhibit C of this Agreement (the "Property"). The Property was tax defaulted for nonpayment of taxes and is now subject to the Los Angeles County Tax Collector's power of sale, under the County Tax Collector Tax Defaulted Sales Program (the "Program") pursuant to Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code.
3. The purchase price in this Agreement is the projection of the purchase price for a schedule of twelve (12) months. If this Agreement is completed in less time, then

the purchase price will be decreased; however, if the completion of this Agreement is longer than this time, the price will increase accordingly. The Purchaser agrees to and shall pay the purchase price for the Property as stipulated in Exhibit C, which do not include the cost of giving notices of this Agreement and shall be paid within fourteen days of the effective date of the sale. Attached as Exhibits F and G, respectively are the resolution by Purchaser's Board of Directors authorizing the Purchaser to purchase the Property, and, if applicable, an acknowledgement by the City where the Property is located of the Purchaser's intent to purchase the Property.

4. The Purchaser shall not commence construction activities upon the Property unless the Purchaser has received express written approval from the Commission and obtained all necessary permits.

5. DEFAULT

a. The following shall constitute events of default:

- 1) Said Property ceases to be used exclusively for a community garden or open space as the public purpose.
- 2) In the event that a petition of bankruptcy shall be filed by or against the Purchaser, and the petition has not been dismissed or discharged within 180 days of its filing.

6. BINDING FOR THE BENEFIT OF THE SELLER

All covenants contained in this Agreement shall be construed as covenants running with the land and shall be binding for the benefit of the Seller and such covenants and restriction shall be in force and effect, without regard to whether the Purchaser is owner or has an interest in the Property for fifteen (15) years. Only the Seller, or its successor, may remove a covenant from the Property prior to that time.

7. NOTICES

Notices under this Agreement shall be given in accordance with applicable statutory requirements. If there are no statutory requirements in effect, notices, demands, requests, elections, approvals, disapproval's, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to Purchaser:

Alina Bokde
L. A. Neighborhood Land Trust
315 W. 9th Street
Los Angeles, CA 90015

If to the Seller:

Treasurer and Tax Collector
225 N. Hill Street, Room 130
Los Angeles, CA 90012
FAX (213) 680-3648

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

13. ENTIRE AGREEMENT

This Agreement, with Exhibits A through E, constitutes the entire agreement of the parties.

| | |
|-----------|--------------------------------------------------------|
| EXHIBIT A | Purchaser's Articles of Incorporation |
| EXHIBIT B | List of Definitions |
| EXHIBIT C | Real Property Description and Purchase Price |
| EXHIBIT D | Resolution by Purchaser's Board of Directors |
| EXHIBIT E | City Acknowledgement of Purchaser's Intent to Purchase |

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By 
Associate County Counsel



If all or any portion of any individual parcel listed in Exhibit "C" is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel. This Agreement shall also become null and void and

the right of redemption restored upon the Purchaser's failure to comply with the terms and conditions of this Agreement.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST:

(seal)


A California Nonprofit Corporation

Title

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Mayor of the Board of Supervisors

By _____
Deputy
(seal)

This Agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described herein.


Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore sets forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____
State Controller

SUPERVISORIAL DISTRICT 2
AGREEMENT NUMBER 2688

EXHIBIT "A"

| <u>LOCATION</u> | <u>FIRST YEAR DELINQUENCY</u> | <u>DEFAULT NUMBER</u> | <u>PURCHASE PRICE</u> | <u>PURPOSE OF ACQUISITION</u> |
|------------------------|-----------------------------------|---------------------------|---------------------------|---------------------------------------|
| CITY OF LOS ANGELES | 1988 | 5054-011-010 | \$109,317.53* | OPEN SPACE AND COMMUNITY GARDEN |

LEGAL DESCRIPTION

WEST ADAMS ST TRACT W 119.83 FT OF LOT 15

The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of twelve (12) months. In addition, all cost related to the sale will be added to this price as follows: Cost of Notification, Cost of Publication, Cost of Postage, STPTS Fees, Title Report Fee and Forfeited State Lands Fee. If the agreement is completed in less than the twelve (12) month projection time, then the purchase price will be decreased; however if the completion of the agreement is longer than the twelve (12) month projection time, the price will increase accordingly.